

FISHER & PHILLIPS LLP
3800 Howard Hughes Parkway, Suite 950
Las Vegas, Nevada 89169

FISHER & PHILLIPS LLP
DAVID B. DORNAK, ESQ.
Nevada Bar No. 6274
ANTHONY B. GOLDEN, ESQ.
Nevada Bar No. 9563
3800 Howard Hughes Parkway
Suite 950
Las Vegas, NV 89169
Telephone: (702) 252-3131
FAX: (702) 252-7411
ddornak@laborlawyers.com
agolden@laborlawyers.com
Attorneys for Defendant

UNITED STATE DISTRICT COURT
DISTRICT OF NEVADA

BART STEPHENS and DUANE HUTCHINGS,	Case No. 2:13-cv-01712-JAD-PAL
Plaintiffs,	
vs.	STIPULATED PROTECTIVE ORDER
ONE NEVADA CREDIT UNION f/m/k NEVADA FEDERAL CREDIT UNION, DOES I through V, and ROE CORPORATIONS I through V,	
Defendant.	

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Bart Stephens and Duane Hutchings (“Plaintiffs”), through their attorney of record, Althea Gilkey, Esq., and Defendant One Nevada Credit Union f/m/k Nevada Federal Credit Union (“Defendant”), through its attorneys, Fisher & Phillips, LLP, that the following Protective Order shall govern this case:

1. This Protective Order governs the treatment of documents, depositions and deposition exhibits, interrogatory answers, responses to requests to admit and other written, recorded or graphic matter (“discovery material”) produced by or obtained from any party or non-party (the “producing person”) in this action that is designated confidential by a party in accordance with the procedures set forth below.

FISHER & PHILLIPS LLP
3800 Howard Hughes Parkway, Suite 950
Las Vegas, Nevada 89169

1 2. Any party may designate as “Confidential” any discovery material that
2 the party believes in good faith contains information of a non-public nature that is
3 considered by the party to be commercially or personally sensitive or proprietary. All
4 discovery designated as “Confidential” and all information contained therein shall be
5 referred to in this Protective Order as “Confidential Discovery Material” and shall be
6 handled in strict accordance with the terms and conditions of this Protective Order.

7 3. Confidential Discovery Material shall be used only for the prosecution
8 and/or defense of this action or any appeal therefrom, and for no other purpose.
9 Confidential Discovery Material may be disclosed only under the circumstances and to
10 the persons specifically provided for in this Protective Order or in subsequent court
11 orders, or with the prior written consent of the party or parties not making the
12 disclosure with respect to specifically identified Confidential Discovery Material.

13 4. Confidential Discovery Material shall be designated as follows:

14 a. A document containing Confidential Discovery Material shall be so
15 designated by marking or stamping “Confidential” on those pages deemed to contain
16 Confidential Discovery Material.

17 b. Any party may, on the record of a deposition, or within twenty business
18 days after receipt of the transcript of such deposition, designate any portion or portions
19 of a deposition as “Confidential” under the terms of this Protective Order. During the
20 twenty business days following receipt of such deposition transcript, the entire
21 deposition transcript shall be treated as “Confidential” unless otherwise specified in
22 writing or on the record of the deposition by the designating party.

23 5. The parties shall have thirty (30) days from the date that this Protective
24 Order is entered by the Court to designate previously-produced materials as
25 “Confidential Discovery Material.” In such event, a party objecting to the designation
26 of confidentiality shall proceed as set forth in paragraph 6.

27 6. All parties receiving material designated Confidential Discovery
28 Material shall have fourteen (14) days from receipt to object to the confidentiality

1 designation. The objecting party shall set forth the reasons in writing to the
2 designating party. Should the designating party continue to assert that the materials are
3 subject to Confidential Discovery Material designation, then the objecting party may
4 make a motion to this Court to have the Confidential Discovery Material at issue
5 undesignated as such. All persons receiving Confidential Discovery Material shall
6 take all steps reasonably necessary to prevent the disclosure of Confidential Discovery
7 Material to anyone other than the persons identified in paragraph 7 below.

8 7. Confidential Discovery Material shall not be disclosed to anyone other
9 than the following persons, subject to the requirements of Paragraph 8:

10 a. The parties to these proceedings; provided, however, that where a party
11 is a corporation, partnership, or governmental entity, Confidential Discovery Material
12 may be disclosed only to such party's officers, directors, partners and employees who
13 are actively involved in preparing for and conducting the litigation or settlement
14 negotiations in these proceedings or who authored, received or otherwise were
15 involved in the substance of the matters set forth in the Confidential Discovery
16 Material.

17 b. Inside and outside counsel to the parties to these proceedings, including
18 partners, associates, paralegals and employees of such counsel;

19 c. Clerical and data processing personnel involved in the production,
20 reproduction, organization, filing, coding, cataloging, converting, storing, retrieving,
21 and review of Confidential Discovery Material, to the extent reasonably necessary to
22 assist a party or its counsel in these proceedings;

23 d. Outside consultants or experts retained for the purpose of assisting
24 counsel in these proceedings, but only such Confidential Discovery Material as is
25 reasonably relevant to the subject matter on which they are testifying or consulting.

26 e. Non-parties (other than those described in other subsections of this
27 paragraph 7):
28

FISHER & PHILLIPS LLP
3800 Howard Hughes Parkway, Suite 950
Las Vegas, Nevada 89169

1 i. Who have knowledge about the subject matter of the particular
2 Confidential Discovery Material shown to them, or who authored or received the
3 Confidential Discovery Material shown to them; or

4 ii. During any non-party's preparation for testifying at a deposition,
5 hearing or trial in this proceeding to the extent the Confidential Discovery Material
6 shown to the non-party, or its content, is reasonably likely to be part of the non-party's
7 testimony, either during direct or cross-examination;

8 iii. At a deposition, hearing or trial in the presence of all counsel or
9 with the prior written consent of counsel for the party not making the disclosure;

10 f. Court officials involved in this proceeding;

11 g. Court reporting personnel involved in taking or transcribing testimony
12 in these proceedings;

13 h. Personnel involved in the administration of any document depository
14 that may be established in connection with these proceedings; and

15 i. Any person that the Court in these proceedings designates in the interest
16 of justice, upon terms that the Court deems proper.

17 8. No person other than those in paragraph 7(b) may disclose any
18 Confidential Discovery Material or the content thereof to any other person or entity
19 other than in connection with giving testimony in this proceeding at a deposition,
20 hearing or trial. No disclosure of Confidential Discovery Material shall be made to any
21 of the persons in paragraphs 7(c), (d) or (e)(i) and (ii) unless and until such persons
22 have been provided with a copy of this Protective Order and have executed
23 documentation indicating they will comply with its provisions and been informed that
24 the witness may be held in contempt of Court and subject to monetary sanctions or
25 other consequences for failing to comply with this Protective Order. The persons in
26 paragraphs 7(c) and (e) will not be allowed to retain copies of Confidential Discovery
27 Material.
28

1 9. Inadvertent production of any information, document or thing without
2 its being marked “Confidential” shall not itself be deemed a waiver of any claim of
3 confidentiality as to such matter, and the same may thereafter be corrected by
4 supplemental written notice, said notice to be served on all other parties within thirty
5 (30) days of the discovery of the inadvertent production.

6 10. This Protective Order shall not otherwise limit the right of a producing
7 person to use or disclose that producing person’s Confidential Discovery Material.

8 11. After the termination of this proceeding, this Protective Order shall
9 continue to be binding upon the parties hereto, and upon all persons to whom
10 Confidential Discovery Material has been disclosed or communicated, and this Court
11 shall retain jurisdiction over the parties for enforcement of the provisions of this
12 Protective Order.

13 12. Within 45 days after the conclusion of this litigation, all Confidential
14 Discovery Material supplied by a producing person and all copies thereof (including,
15 without limitation, copies provided to testifying or consulting experts) shall be
16 returned to the producing person or, in the alternative, destroyed and certified to the
17 producing person to have been destroyed.

18 13. Nothing in this Protective Order shall be construed to preclude a party
19 from seeking a further protective order for any particularly sensitive information as to
20 which such party believes that this Protective Order is insufficiently protective.

21 14. If information subject to a claim of attorney-client privilege, attorney
22 work product or any other ground on which production of such information should not
23 be made to any party is nevertheless inadvertently produced to such party or parties,
24 such production shall in no way prejudice or otherwise constitute a waiver of, or
25 estoppel as to, any claim of privilege, work product or other ground for withholding
26 production to which the producing person otherwise would be entitled. If a claim of
27 inadvertent production is made pursuant to this paragraph with respect to information
28 then in custody of another party, such party shall promptly return to the producing

FISHER & PHILLIPS LLP
3800 Howard Hughes Parkway, Suite 950
Las Vegas, Nevada 89169

1 person that material as to which the claim of inadvertent production has been made,
2 and the receiving party shall not copy, reproduce or use such information for any
3 purpose until further order of the Court. The party returning such material may then
4 move the Court for an order compelling production of the material, but said motion
5 shall not assert as a ground for entering such an order the fact or circumstance of
6 inadvertent production.

7 15. In the event that Confidential Discovery Material is used in any court
8 proceeding in this action or any appeal therefrom, said Confidential Discovery
9 Material shall not lose its status as Confidential Discovery Material because of such
10 use. Counsel shall confer concerning the necessary procedures to protect the
11 confidentiality of any such document, information or transcript used during the course
12 of any court proceeding.

13 16. If any person receiving documents covered by this Protective Order is
14 subpoenaed in another action, served with a demand in another action to which it is a
15 party, or served with any other legal process by a person not a party to this litigation
16 seeking Confidential Discovery Material produced in this action by someone other than
17 the receiving person, the receiving person shall give prompt actual written notice by
18 hand or facsimile, and in no event later than five (5) business days after the receipt of
19 such subpoena, demand or legal process, to the person or entity that produced the
20 Confidential Discovery Material. Nothing herein shall be construed as requiring
21 anyone covered by this Protective Order to challenge or appeal any order requiring
22 production of Confidential Discovery Material, to subject itself to any penalties for
23 noncompliance with any legal process or order, or to seek relief from this Court.

24 ///

25 ///

26 ///

27 ///

28 ///

1 17. The parties may by written consent modify the terms of this Protective
2 Order.

3 **IT IS HEREBY STIPULATED AND AGREED**

4 DATED this 25th day of June, 2015.

5 ALTHEA GILKEY, CHTD.

FISHER & PHILLIPS LLP

6
7 By: /s/Althea Gilkey

By: /s/David B. Dornak

8 Althea Gilkey, Esq.

David B. Dornak, Esq.

9 *Attorney for Plaintiffs*

Attorneys for Defendant

10
11 **IT IS SO ORDERED**

12 
13 UNITED STATES MAGISTRATE JUDGE

14 Dated: June 29, 2015

FISHER & PHILLIPS LLP
3800 Howard Hughes Parkway, Suite 950
Las Vegas, Nevada 89169